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8	Attorneys for Plaintiff, GARY L. KENT					
9	UNITED STATES DISTRICT COURT					
10	FOR THE DISTRICT OF NEVADA					
11	GARY L. KENT, individually,	}	Case No.: 2:10-cv-01869-RLH-RJJ			
12	Plaintiff,	{	STIPULATION AND ORDER FOR			
13	v.	{	WITHDRAWAL OF TEMPORARY RESTRAINING ORDER AND DISMISSAL			
14	QUALITY LOAN SERVICE CORP., a California corporation; OCWEN LOAN	{	OF COMPLAINT			
15	SERVICING, LLC, a Delaware limited liability company; FIDELITY NATIONAL	{	,			
16	DEFAULT SOLUTIONS, INC., a corporation of unknown origin; DOES I	{				
17	through X, inclusive; and ROE CORPORATIONS, I through X, inclusive,)				
18	Defendants.)	Hearing Date: Hearing Time:			
19)				
20	STIPULATION AND ORDER FOR WITHDRAWAL OF TEMPORARY RESTRAINING ORDER AND DISMISSAL OF COMPLAINT					
21	IT IS HEREBY STIPULATED and AGREED to by and between: Plaintiff GARY L.					
22	KENT (hereinafter referred to as "Plaintiff"), by and through his attorneys of record, David S.					
23	Lee, Esq. and Charlene N. Renwick, Esq.; QUALITY LOAN SERVICE, CORP. (hereinafter					
24	referred to as "Quality Loan"), by and through its attorneys Kirsten Schuler-Hintz, Esq., and					
25	Christopher M. Hunter, Esq.; and Defendant	Christopher M. Hunter, Esq.; and Defendant OCWEN LOAN SERVICING, LLC (hereinafter				
26	referred to as "Ocwen"), by and through its attorneys, Jeffrey S. Allison, Esq. as follows:					
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1.

Ocwen, and Fidelity National Default Solutions, Inc. Quality Loan, Ocwen and Fidelity National Default Solutions, Inc. are hereinafter collectively referred to as "Defendants."

2. On October 13, 2010, contemporaneously with the above referenced Complaint.

On October 13, 2010, Plaintiff filed a Verified Complaint against Quality Loan,

- 2. On October 13, 2010, contemporaneously with the above referenced Complaint, Plaintiff filed an Ex Parte Motion for Emergency Restraining Order, or Alternatively, Preliminary Injunction on Order Shortening Time in the Eighth Judicial District Court of Nevada, case number A-10-627157-C, seeking to preclude Defendants from conducting the October 18, 2010 Trustee's Sale, whereby Defendants intended to sell Plaintiff's residence, located at 4566 Barnes Court, Las Vegas, Nevada 89147 (hereinafter referred to as the "Subject Property").
- 3. On October 13, 2010, the Court issued an Order Granting Emergency Ex Parte Restraining Order and/or Preliminary Injunction precluding Defendants from selling the Subject Property until further Order of the Court. The Court scheduled a hearing on the matter for October 26, 2010.
 - 4. The pending foreclosure sale was cancelled subject to renoticing.
- 5. On October 25, 2010, Defendant Ocwen petitioned the United States District Court for the District of Nevada for removal of case number A-10-627157-C based on diversity.
- 6. Counsel for Plaintiff and Defendants Quality Loan and Ocwen subsequently stipulated to resolve this matter in order to avoid litigation.
- 7. As a result, Plaintiff hereby agrees to withdraw the Restraining Order and/or Preliminary Injunction granted by the District Court on October 13, 2010. Plaintiff further agrees to voluntarily dismiss, without prejudice, the underlying Complaint against Defendants, which will be converted to a dismissal with prejudice after January 17, 2011.
- 8. In exchange for said withdrawal and dismissal, Defendants hereby agree that any subsequent sale of the Subject Property by Defendants shall not be held before January 17, 2011 and that Defendants will provide Plaintiff with the requisite statutory notice of sale under NRS Chapter 107.080 and NRS Chapter 107.085.

1	9. Plaintiff and Defendants agree that the \$1,500.00 bond submitted to the Court by		
2	Plaintiff under NRCP 65 (c) shall be returned to Plaintiff in full.		
3	10. Plaintiff and Defendants agree to bear their own attorney's fees and costs incurred		
4	in this matter.		
5	IT IS	S SO STIPULATED.	
6			DATED this 27th days of Oatsham 2010
7		28th day of October, 2010.	DATED this 27th day of October, 2010.
8	LEE, HERNANDEZ, BROOKS, GAROFALO & BLAKE		HOUSER & ALLISON
9	/s/ Charlene	N. Renwick, Esq.	/s/ Jeffrey S. Allison, Esq.
10	DAVID S. L.		JEFFREY S. ALLISON, ESQ. Nevada Bar No. 8949
11			9970 Research Drive
12			
Las Vegas, Nevada 89128		Attauran Carona I and Carolaina II C	
14	Attorneys for Plaintiff Attorney for Ocwen Loan Servicing, LL		Attorney for Ocwen Loan Servicing, LLC
15	DATED this	27th day of October, 2010.	·
16.	McCARTHY & HOLTHUS, LLP		
17			
18	8 KIRSTEN SCHULER-HINTZ 9 Nevada Bar No. 7171		
19			
20			
21		Sahara Ave, Suite 110 Nevada 89117	
22	Attorneys for	r Quality Loan Service, Corp.	
23			
24	ORDER ORDER ORDER ORDER		
25			<u>ORDER</u>
26			UNITED STATES DISTRICT JUDGE
27			October 20
28			DATED:
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